

IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF MULTNOMAH

LES D. BRANNON,)	Case No.:
)	
Plaintiff,)	COMPLAINT FOR PERSONAL
)	INJURIES (AUTO) – UNINSURED
vs.)	MOTORIST; (NOT SUBJECT TO
)	MANDATORY ARBITRATION)
AON RISK SERVICES SOUTHWEST,)	
INC., a foreign corporation; AON RISK)	JURY TRIAL DEMANDED
INSURANCE SERVICES WEST, INC., a))	
foreign corporation; and RED ROCK)	PRAYER: \$520,000
RISK RETENTION GROUP, INC., a)	Ch. 48, Sec. 2; ORS 21.160(1)
foreign corporation,)	
)	
Defendants)	

Plaintiff demands a jury trial and allege:

1.

At all times material, plaintiff Les D. Brannon was operating a semi-truck owned by SWIFT Transportation eastbound on Highway 22 at mile post 12, near Dallas, Oregon and Gary Butler was operating a Ford truck westbound on Highway 22 near mile post 12.

2.

On April 13, 2011, Gary Butler (deceased) crossed into the direct lane of traffic in front of the semi-truck and caused a head-on collision. Mr. Butler

1 died as result of the crash. The impact caused plaintiff's vehicle to slide and
2 roll over into the ditch.

3 3.

4 At all material times, Gary Butler (deceased) was operating a vehicle that
5 crashed into the vehicle being operated by plaintiff.

6 4.

7 At all times mentioned herein, defendant Aon Risk Services Southwest
8 Inc., is a foreign corporation, and has been an insurance company licensed to
9 do business in Oregon, and does conduct regular and sustained business in
10 Multnomah County, Oregon.

11 5.

12 At all times mentioned herein, defendant Aon Risk Insurance Services
13 West Inc., is a foreign corporation, and has been an insurance company
14 licensed to do business in Oregon, and does conduct regular and sustained
15 business in Multnomah County, Oregon.

16 6.

17 At all times mentioned herein, defendant Red Rock Risk Retention
18 Group, Inc., is a foreign corporation and an insurance company licensed to do
19 business in Oregon, and does conduct regular and sustained business in
20 Multnomah County, Oregon.

21 7.

22 At the time of the above-described accident, plaintiff was "an insured"
23 under the uninsured/underinsured motorist provisions of policies issued by

1 defendants, and the defendants are liable to plaintiff for all damages sustained
2 as a result of the above-described conduct of the underinsured driver.

3 8.

4 At said time and place, Gary Butler (deceased) was negligent in one or
5 more of the following particulars:

6 (a) In failing to yield the right of way.

7 (b) In failing to maintain a proper lookout.

8 (c) In failing to maintain proper and adequate control of his vehicle.

9 (d) In pulling into oncoming traffic without looking to see if oncoming
10 traffic was approaching.

11 9.

12 As a direct result of Gary Butler's negligence, plaintiff Brannon suffered
13 the following injuries: cervical facet joint dysfunction and strain, and has
14 suffered severe emotional distress, including post-traumatic stress disorder.

15 As a result of these injuries, plaintiff has experienced pain, suffering, and
16 interference with his normal and usual activities, and will permanently suffer
17 from these injuries, all to plaintiff's noneconomic damages in the amount of
18 \$500,000.

19 10.

20 As a further proximate cause of the negligence of Gary Butler (deceased)
21 as a result of the injuries described, plaintiff has suffered to-date as set forth in
22 paragraph 9, above, plaintiff Brannon has incurred medical expenses in an
23

1 amount in excess of \$20,000, and will incur future medical expenses in an
2 amount to be determined at trial.

3 11.

4 Plaintiff obtained the \$25,000 limits of Gary Butler's policy. Defendants,
5 through SWIFT Transportation, consented to plaintiff's accepting Gary Butler's
6 policy limits on January 16, 2013.

7 12.

8 Plaintiff's damages exceed \$25,000. Such that Gary Butler was
9 underinsured at the time of the collision alleged in paragraphs 1-2.

10 13.

11 Plaintiff has performed all conditions precedent necessary to recover
12 under his policy of insurance with defendant. Plaintiff has made a proof of loss
13 and demand on defendant for his underinsured motorist benefits and the
14 benefits were not tendered.

15 14.

16 Plaintiff gave defendants a proof of loss more than six months prior to
17 filing this action.

18 15.

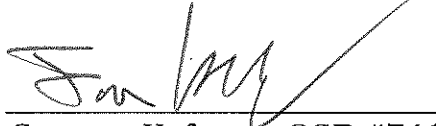
19 Plaintiff has performed all conditions necessary to recover under
20 defendants' policies of insurance. Defendant has breached the insurance
21 policy by failing to provide underinsured motorist coverage benefits to plaintiff.

22 16.

23 Pursuant to ORS 742.061, plaintiff is entitled to attorney fees from
defendants.

1 WHEREFORE, plaintiff prays for judgment against defendants in the
2 amount of \$500,000 in noneconomic damages, \$20,000 in economic damages,
3 and for his costs and disbursements necessarily incurred herein, and for his
4 attorney fees.

5 Dated: March 21, 2013.

6 

7 Gregory Kafoury, OSB #741663

8 Kafoury@kafourymcdougal.com

9 Mark McDougal, OSB #890869

10 mcdougal@kafourymcdougal.com

11 Jason Kafoury, OSB #091200

12 jkafoury@kafourymcdougal.com

13 Attorneys for Plaintiff